



Request for Proposals Battery Backup October 22, 2021

Sealed proposals will be received until 2:00 p.m. on Wednesday, November 10, 2021 by the City of Martinsville to contract with a vendor for the purchase and installation of a battery backup system. Proposals may be hand delivered, UPS, FedEx or mailed to the office of the Purchasing Manager Zach Morris, City of Martinsville Warehouse, 990 Fishel Street, Martinsville, Va. 24112-3248. Proposals also may be mailed to the City of Martinsville Purchasing Department, P.O. Box 1112, Martinsville, VA. 24114-1112. Please place "Battery Backup" and the due date in the lower left hand corner of the envelope. Only the names of those submitting proposals will be given.

All contractors are hereby notified that they must have proper license under the Virginia State laws governing their respective trades.

The successful bidder will be required to obtain all necessary liability insurances to hold the City of Martinsville harmless and will be required to furnish all certificates of such insurance. All materials used and work done shall be subject to the inspection, test and approval by City Officials

The successful bidder shall enter into a written contract within ten (10) days of the award of the contract and said contract shall embody all of the terms, conditions, and provisions of the notice to bidders, specifications and proposals. Vendor to furnish all material, labor and equipment to perform this project.

The City reserves the right to accept or reject any and all bids, to purchase any part of the whole of items bid upon, to waive any informalities, and to award this contract as determined to be the most advantageous to the City.

The City reserves the right to terminate this contract with a 30-day written notice if service and/or parts become unsatisfactory.

An onsite meeting will be held on November 1, 2021 at 10:00am and will be required for all persons planning to bid on this project. If you are not able to attend one must be scheduled and attended before submitting bid.

For more information regarding this contract contact Matthew Eggleston 276-403-5382.

The following Selection Criteria will be used to evaluate this proposal:

1. Prices; include all costs; include optional equipment costs.
2. Ability to meet approx. bid requirements, include detailed scope of work for approval.
3. Date in which project will be completed.
4. Include copies of all warranties
5. 3 References from previous jobs completed, include contact names, email addresses and phone numbers.

Scope of work:

The City is looking to upgrade their current battery backup unit to one that will provide 30 minutes to 1 hour of power. The successful vendor will be in charge of decommissioning and disposal of the current unit along with the installation of the new unit. Installation may include updating/reconfiguring the existing electrical system. For reference our current unit is an APC Symmetra PX.

City of Martinsville General Bid Specification

- 1) Each bid shall specify the gross sum, written in with ink or typed in both words and figures, for the work, which will be performed according to the plans, and specifications, together with a unit price for each of the separate items as called for.
- 2) Only actual quantities of work performed will be paid for, and upon completion of the work if such actual quantities show either increase or decrease from the approximate estimate, then such variation will be computed at the unit prices in the bid and will be taken from or added to the gross sum bid.
- 3) The attention of persons intending to submit a bid is specifically called to that paragraph of the contract which debars a contractor from pleading misunderstanding or deception because of estimates of quantities, character, location or other conditions surrounding the same.
- 4) Permission will not be given to withdraw, modify, or explain any bid after it has been deposited with the City of Martinsville.
- 5) If the bid is made by a firm, the name and place of residence of each member of the firm must be given. If made by a corporation, the names of the president, secretary, and treasurer shall be given.
- 6) Reasonable grounds for supposing that any bidder is interested in more than one bid for the same contract shall cause the rejection of all bids in which he is interested.
- 7) The bidder must be prepared, if requested to do so by the City, to present evidence of experience, ability, and financial standing, as well as statement as to plant and machinery.
- 8) The successful bidder must fully comply with all municipal building ordinances and regulations, and obtain all required license and permits, and pay all charges and expenses connected therewith, and be responsible for all damages to person or property which may occur in connection with the prosecution of the work. The contractor shall take into account all contingent work which has to be done by other parties, arising from any cause whatsoever, either now known or which may become necessary during the progress of the work, and shall be responsible for any damages done to the same.

9) All work shall be completed within the time designated in the contract, and should any neglect or unnecessary delay occur in the execution of any part of the same, the Information Systems Department may have the work done and charge the cost thereof to the contractor or declare the contract void.

10) The contractor shall be required to guard the public from liability to accident during the progress of the work, including placing of materials, both by day and night, and will be held responsible for any damage the City may have to pay in consequence of his neglecting the necessary precautions. In all cases he shall protect his work and the public during its execution, and after its completion, by proper barriers and lights, until the Director of Information Systems or agent shall direct the same to be removed.

11) The contractor shall have charge of and be responsible for the entire line of work, and be liable for all damages to any fixtures along the line of the work until its completion and acceptance. Any unfaithful or imperfect work that may be discovered at any time before or within one year after the completion and acceptance of the work shall be corrected by the contractor immediately on the requirement of the Director of Public Works.

NEGOTIATION

In the event the bid from the lowest responsible bidder exceeds available funds, the City may negotiate with the apparent low bidder to obtain a contract price within available funds. The procedures for such negotiations shall be as follows:

- a. City, Engineer, and apparent low bidder together will review the project and attempt to find mutually agreeable proposed changes that will effectively reduce the cost of the project.
- b. Apparent low bidder will present reasonably documented and substantiated proposed deductions in project cost for each potential project change, which will allow City to evaluate each proposed deduction.
- c. The parties will attempt to negotiate and sign a reasonable contract for the entire project, the price of which does not exceed available funds

INSURANCE

The Contractor shall not commence work under any contract until he has obtained all the insurance required hereunder and such insurance has been approved by the City; nor shall the Contractor allow any Subcontractor to commence work on his subcontract until all similar insurance has been so obtained and approved. Approval of the insurance by the City shall not relieve or decrease the liability of the Contractor hereunder.

a. Worker's Compensation including Occupational Disease and Employer's Liability Insurance: The Contractor shall take out and maintain during the life of the Contract, Workers' Compensation and Employer's Liability Insurance for all of his employees to be engaged in work on the project under this Contract in an amount no less than the minimum allowed by the State Corporation Commission, and in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.

b. Comprehensive General Liability Insurance: The Contractor shall maintain during the life of the Contract comprehensive general liability insurance as shall protect him and the City of Martinsville and its officers, agents, and employees from claims for damages for personal injury, including death, as well as from claims for property damage, which may arise from operations under the Contract, whether such operations be by himself or by any Subcontractor, or by anyone directly or

indirectly employed by either of them. The amount of such insurance shall be not less than a combined single limit of \$1,000,000.00 per occurrence on bodily injury and property damage and \$1,000,000.00 aggregate on completed operations. The comprehensive general liability insurance shall provide the following coverage:

- Comprehensive
- Premises--Operation
- Products/Completed Operations Hazard
- Contractual Insurance
- Underground Hazard
- Explosion & Collapse Hazard
- Independent Contractor and Subcontractor
- Broad Form Property Damage
- Personal Injury

c. Automobile liability insurance with minimum combined single limits of \$1,000,000.00 per occurrence. This insurance shall include bodily injury and property damage for the following vehicles:

- Owned Vehicles
- Non-owned Vehicles
- Hired Vehicles

d. Umbrella Policy: At the option of the Contractor, primary limits may be less than required, with an umbrella policy providing the additional limits needed. This form of insurance will be acceptable provided that the primary and umbrella policies both provide the insurance coverage's herein required. However, any such umbrella policy must have minimum coverage limits of \$3,000,000.00.

e. The Contractor, at his cost, shall effect and maintain in the names of the City, the Engineer and the Contractor, fire, vandalism and extended coverage insurance (or all-risk, builder's risk insurance if approved by the City), upon the entire structure or structures on which the work of this Contract is to be done and upon all material in or adjacent thereto and intended for use thereon to one hundred percent (100%) of the Contract amount. Such insurance may include a deductible provision if the City consents to such provision; however, the Contractor in such case will be liable for paying to the City the amount of such deduction whenever a claim arises. The loss, if any, is to be made adjustable with and payable to the City as Trustee for whom it may concern. Written evidence of the insurance required herein shall be filed with the City not later than thirty (30) days following the date of the award of the Contract. A copy of the evidence of insurance shall be filed with the Director of Purchasing.

f. All policies shall name the City of Martinsville, its officers, agents, and employees as additional insured. This coverage shall be reflected on the Certificates of Insurance (including any endorsements or riders thereto) which will be provided to the City. Each Certificate of Insurance shall require that notice be given thirty (30) days prior to cancellation or material change in the policies to the Director of Purchasing.

g. The insurance required by this Article shall include contractual liability insurance applicable to the Contractor's obligations.

h. The Contractor shall either (1) require each of his subcontractors to procure and to maintain during the life of his contract "Subcontractor's Insurance" of the type and in the same amounts as specified in the preceding schedule or (2) insure the activities of his subcontractors in his own policy.

EQUAL EMPLOYMENT

During the performance of the contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions for this nondiscrimination clause.

b. The Contractor also shall not discriminate against any handicapped person in violation of any state or federal law or regulation and shall also post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this additional nondiscrimination clause.

c. The Contractor, in solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such contractor is an equal opportunity employer.

d. Notices, advertisements, and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

e. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

f. The Contractor will otherwise comply with all other applicable provisions of local, State, and Federal law.

PERMITS

The Contractor shall, at his own expense, secure any business or professional licenses, permits or pay any fees required by the City of Martinsville or Commonwealth of Virginia to include securing a City of Martinsville business license. For further information, contact Commissioner of Revenue's office at 276-403-5131.

a. The Contractor shall indemnify the City, its agents, officers, and employees against any damages to property or injuries to or death of any person or persons, including property and employees or agents of the City, and shall defend and indemnify the City, its agents, officers, and employees from any claims, demands, suits, actions, or proceedings of any kind, including workers' compensation claims, of or by anyone, in any way resulting from or arising out to the operations in connection with the work described in the contract, including operations of subcontractors and acts or omissions of employees or agents of Contractor or Contractor's subcontractors. Contractor shall procure and maintain, at Contractor's own costs and expense, any additional kinds and amounts of insurance that, in Contractor's own judgment, may be necessary for Contractor's proper protection in the prosecution of the work.

b. The Contractor shall, at his own expense, appear, defend, and pay all charge of attorneys and other expenses arising there from or incurred in connection therewith, and, if any judgment shall be rendered against the City, and/or its officers, agents, and employees, in any such action, the Contractor shall, at his own expense, satisfy and discharge the same. The Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the City, its agents, officers, and employees as herein provided.

c. The Contractor shall assume all risks and responsibilities for casualties of every description in connection with the work, except that he shall not be held liable or responsible for delays or damage to the work caused by acts of God, acts of Public Enemy, acts of Government, quarantine restrictions, general strikes through the trade, or by freight embargoes not caused or participated in by the Contractor. The Contractor shall have charge and control of the entire work until completion and acceptance of the same by the City.

d. The Contractor shall alone be liable and responsible for, and shall pay, any and all loss or damage sustained by any person or party either during the performance or subsequent to the completion of the work under this agreement, by reason of injuries to persons and damage to property, building, and adjacent work, that may occur either during the performance of the work covered by this contract or that may be sustained as a result of or in consequence thereof, irrespective of whether or not such injury or damage be due to negligence or the inherent nature of the work.

e. The Contractor shall bear all losses resulting from the amount or character of the work being different, or because the nature of the premises on which the work is done is different from what was expected or on account of the weather, or similar causes.

f. The Contractor, however, will not be obligated to indemnify the City, its officers, agents, or employees against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting solely from the negligence of the City or its officers, agents, and employees.

Bids will be publicly opened and read in the office of the Purchasing Manager Zach Morris, City of Martinsville, Central Warehouse, 990 Fishel Street, Martinsville, Va. 24112. Bids may be mailed or hand delivered to the Fishel Street address, or sent by FedEx or UPS.

Please mark your envelope, "Battery Backup", and the date of bid opening in the lower left corner of your envelope. Also include with your bid documents the attached Signature Sheet, in order for your bid to be accepted.

Signature Sheet

Battery Backup Conversion

My signature certifies that the proposal as submitted complies with the Scope of Work and all Terms and Conditions as set forth in this Request for Proposal.

My signature further certifies that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. I understand collusion is a violation of Virginia Governmental Fraud Act and Federal Law and can result in fines, prison sentences and civil damages awards. I agree to this proposal by all conditions of the proposal and certify that I am authorizing to sign this proposal.

To receive consideration for award, this signature sheet must be returned to the Purchasing Department as it shall be a part of your response.

If there are any parts of the terms and conditions that your company cannot meet, please indicate which ones on an attached page.

In signing this form, the contractor agrees to all parts of this proposal.

Company Name: _____

Address: _____

Signature: _____

Name (type or print) _____

Official Title: _____

Federal Tax ID Number: _____

Date: _____ Telephone Number: _____

Email Address _____